

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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JULIET DIETRICH,

Plaintiff,

**STIPULATION AND  
ORDER OF DISMISSAL**

-against-

19-CV-04503 (DLI) (RML)

CITY OF NEW YORK, NEW YORK CITY DEPARTMENT  
OF ADMINISTRATIVE SERVICES SPECIAL OFFICER  
CHARLES PARKER, and NEW YORK CITY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
SPECIAL OFFICER RICARDO HENRY

Defendants.

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**WHEREAS**, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, that


1. The above-referenced action is hereby dismissed with prejudice; and

**[INTENTIONALLY LEFT BLANK]**

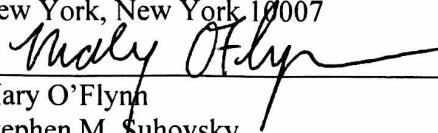
2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York  
October 22, 2020

EMERY, CELLI, BRINCKERHOFF  
ABADY WARD & MAAZEL, LLP  
*Attorneys for Plaintiff*  
600 Fifth Avenue, 10<sup>th</sup> Floor  
New York, New York 10020

By:   
\_\_\_\_\_  
O. Andrew F. Wilson  
Andrew K. Jondahl

JAMES E. JOHNSON  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants*  
100 Church Street, 3<sup>rd</sup> Floor  
New York, New York 10007

By:   
\_\_\_\_\_  
Mary O'Flynn  
Stephen M. Suhovsky  
*Senior Counsel*

SO ORDERED:

\_\_\_\_\_  
HON. DORA L. IRIZARRY  
UNITED STATES DISTRICT JUDGE

Dated: \_\_\_\_\_, 2020

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
JULIET DIETRICH,

Plaintiff,

**STIPULATION OF  
SETTLEMENT**

-against-

19-CV-04503 (DLI) (RML)

CITY OF NEW YORK, NEW YORK CITY DEPARTMENT  
OF ADMINISTRATIVE SERVICES SPECIAL OFFICER  
CHARLES PARKER, and NEW YORK CITY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
SPECIAL OFFICER RICARDO HENRY,

Defendants.  
-----X

**WHEREAS**, Plaintiff Juliet Dietrich (“Plaintiff”) commenced this action by filing a complaint on or about August 5, 2019 (the “Complaint”) against the City of New York, New York City Department of Administrative Services Special Officer Charles Parker, and New York City Department of Administrative Services Special Officer Ricardo Henry (“Defendants”), alleging that Defendants violated Plaintiff’s federal civil and state common law rights; and

**WHEREAS**, Defendants have denied any and all liability arising out of Plaintiff’s allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

**WHEREAS**, the parties have authorized their respective counsel to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. Defendant City of New York hereby agrees to pay Plaintiff the sum of Ninety-Five Thousand (\$95,000.00) U.S. Dollars (the “Settlement Amount”) to Emery Celli Brinckerhoff Abady Ward & Maazel LLP, within 90 days of receipt of executed copies of the documents attached hereto as Exhibits A-C, in full satisfaction of all claims, including any claims for physical pain and suffering and for costs, expenses and attorneys’ fees.

2. In consideration for the payment of the Settlement Amount, Plaintiff agrees to dismissal of all the claims, with prejudice, and without costs, expenses, or attorney’s fees, against the Defendants and to release defendants City of New York, Special Officer Parker and Special Officer Henry; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff’s civil rights and any and all related state law claims, from the beginning of the world to the date of the Release, including claims for costs, expenses, and attorneys’ fees.

3. Plaintiff shall execute and serve on the City of New York’s attorney by Federal Express at 100 Church Street, New York, New York 10007 the documents necessary to effect this settlement, including without limitation, a Release (attached hereto as Exhibit A), an Affidavit of Status of Liens (attached hereto as Exhibit B), and IRS Form W-9 (attached hereto as Exhibit C). Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by a the Defendants or the Plaintiff that they have in any manner or way violated another Party's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless Defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, Defendants reserve the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider's final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
October 22, 2020

EMERY, CELLI, BRINCKERHOFF  
ABADY WARD & MAAZEL, LLP  
*Attorneys for Plaintiff*  
600 Fifth Avenue, 10th Floor  
New York, NY 10020  
212-763-5000

By: 

O. Andrew F. Wilson  
Andrew K. Jondahl  
*Attorneys for Plaintiff*

JAMES E. JOHNSON  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants City of New York,  
Parker, and Henry*  
100 Church Street, 3<sup>rd</sup> Floor  
New York, New York 10007

By: 

Mary O'Flynn  
Stephen M. Suhovsky  
*Senior Counsel*

## **Exhibit A**

**RELEASE**

**KNOW THAT I, JULIET DIETRICH**, date of birth \_\_\_\_\_, Social Security No. \_\_\_\_\_, plaintiff in the action entitled DIETRICH v. CITY OF NEW YORK, et al., 19-CV-04503 (DLI) (RML), as “RELEASOR,” in consideration of the payment of Ninety-Five Thousand (\$95,000.00) U.S. DOLLARS to me by the City of New York, do hereby release and discharge defendants City of New York, Special Officer Parker and Special Officer Henry; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, collectively the “RELEASEES,” from any and all liability, claims, or rights of action alleging a violation of my civil rights and any and all related state law claims, from the beginning of the world to the date of this Release, including claims for costs, expenses, and attorneys’ fees.

**IN FURTHER CONSIDERATION** of the payment set forth above, RELEASOR hereby waives, releases and forever discharges RELEASEES from any and all claims, known or unknown, past and/or future conditional payments, arising out of the RELEASOR’S Medicare eligibility and receipt of Medicare benefits related to the claimed injury in this matter and/or arising out of the provision of primary payment (or appropriate reimbursement) including causes of action pursuant to 42 U.S.C. §1395y(b)(3)A of the Medicare, Medicaid and SCHIP Extension Act of 2007.

**THIS RELEASE MAY NOT BE CHANGED ORALLY. THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.**

**IN WITNESS WHEREOF**, I have executed this Release this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Juliet Dietrich

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ SS.:

On \_\_\_\_\_, 2020 before me personally came Juliet Dietrich to me known, and known to me to be the individual described in, and who executed the foregoing RELEASE, and duly acknowledged to me that she/he executed the same.



**Exhibit B**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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JULIET DIETRICH,

Plaintiff,

-against-

**PLAINTIFF'S AFFIDAVIT  
OF STATUS OF LIENS**

19-CV-04503 (DLI) (RML)

CITY OF NEW YORK, NEW YORK CITY DEPARTMENT  
OF ADMINISTRATIVE SERVICES SPECIAL OFFICER  
CHARLES PARKER, and NEW YORK CITY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
SPECIAL OFFICER RICARDO HENRY,

Defendants.  
----- x

STATE OF NEW YORK            )  
  : SS.:  
COUNTY OF \_\_\_\_\_ )

**JULIET DIETRICH**, being duly sworn, says:

**SECTION I - Background Information (complete all items)**

I am the plaintiff in the above-entitled action, and I reside at

\_\_\_\_\_.

My date of birth is \_\_\_\_/\_\_\_\_/\_\_\_\_.

☐ By checking this box I affirm that I am making this affidavit with full knowledge that the same will be relied upon by The City of New York, its agents, employees, and representatives in connection with settlement of this claim/action against them.

**(Check one of the boxes below)**

☐ My Social Security Number is \_\_\_\_\_.

☐ I have never applied for nor was ever issued a Social Security Number.

**SECTION II – The City of New York Agencies or Departments (check one)**

☐ I am not indebted to any department or agency of The City of New York and there are no liens outstanding.

☐ I have unpaid liens, violations or other debts owed to a department and/or agency of The City of New York. I expressly consent to the payment of those sums, or to the sums agreed upon by counsel, directly from the settlement proceeds.

*List all liens, violations and/or other debts by providing the name of each City agency (e.g. Department of Finance; Department of Sanitation; Environmental Control Board) and the outstanding sums due below:*

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**SECTION III - Medicaid or Public Assistance (check one)**

☐ I have not received Medicaid or Public Assistance benefits.

☐ I have received Medicaid and/or Public Assistance benefits. The Human Resources Administration, Department of Social Services of The City of New York (“HRA”) has issued a Final Notice of Lien which provides a total amount due of \$\_\_\_\_\_ (*attach copy*). I understand that HRA will be paid that amount, or the amount agreed upon by counsel, directly from the settlement proceeds, and that the payment of an amount lesser than the final notice amount is a non-assertion of HRA’s lien against the proceeds of this settlement and shall not be deemed a waiver of the full amount owed.

**SECTION IV - Medicare (check one)****Check one:**

☐ I am not a Medicare beneficiary.

☐ I am a Medicare beneficiary. My Medicare # (Health Identification Claim Number – HICN) is: \_\_\_\_\_. The effective date of my Medicare coverage is \_\_\_\_\_. [Please provide a copy of your Medicare card]. I am aware of my obligation to reimburse my Medicare providers for any conditional payments made on my behalf that relate to the injury that is the subject of this lawsuit, as provided in the stipulation of settlement.

**Medicare beneficiaries, check all that apply:**

Since the date of the injuries alleged herein, I have been insured under traditional Medicare (known as Medicare Parts A and B). Medicare has confirmed that it will accept the total amount of \$\_\_\_\_\_.00 as full and final reimbursement of all Medicare payments made to date. [Attach copy of Medicare final demand letter]. I consent to the payment, if any, of that sum directly from the settlement proceeds.

Since the date of the injuries alleged herein, I have been insured under a Medicare Replacement Policy (known as a Part C Medicare Advantage Plan). My Medicare Advantage provider, \_\_\_\_\_, Policy # \_\_\_\_\_, has confirmed that it will accept the total amount of \$\_\_\_\_\_.00 as full and final reimbursement of all Medicare payments made to date [Attach copy of final demand letter and insurance card for each Medicare Advantage provider that has insured you since the date of injury claimed herein]. I consent to the payment, if any, of that sum directly from the settlement proceeds.

Since the date of the injuries alleged herein, I have been insured under a Medicare Part D prescription drug plan (PDP). My Part D prescription drug provider, \_\_\_\_\_, Policy # \_\_\_\_\_, has confirmed that it will accept the total amount of \$\_\_\_\_\_.00 as full and final reimbursement of all Medicare prescription payments made to date. [Attach copy of final demand letter and insurance card for each Part D provider that has insured you since the date of injury claimed herein]. I expressly consent to the payment, if any, of that sum directly from the settlement proceeds.

**SECTION V - Child Support**

☐ I am not in arrears in child support payments.

☐ I am in arrears in child support payments and expressly agree to the collection by the NYC Office of Child Support of all unpaid sums directly from the settlement proceeds.

**SECTION VI - New York City Public Hospitals (check one)**

☐ I am not indebted nor am I subject to liens by any City public hospital.

☐ I am indebted to \_\_\_\_\_ [City hospital] in the total lien amount of \$ \_\_\_\_\_. I expressly consent to the payment of that sum directly from the settlement proceeds.

**SECTION VII - Workers' Compensation/Disability Benefits (check one)**

☐ I have not received Workers' Compensation or Disability Benefits and there are no liens for the same in this matter.

☐ I am indebted to \_\_\_\_\_ [for Workers' Compensation or Disability Benefits] in the total lien amount of \$ \_\_\_\_\_. I expressly consent to the payment of that sum directly from the settlement proceeds.

\_\_\_\_\_  
JULIET DIETRICH

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC

## **Exhibit C**

DO NOT SUBMIT TO THE IRS  
SUBMIT FORM TO THE  
NEW YORK CITY  
AGENCY  
10/14

THE CITY OF NEW YORK  
**SUBSTITUTE FORM W-9:**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION**



**TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.**

**Part I: Vendor Information**

1. Legal Business Name: (As it appears on IRS EIN records, IRS Letter CP575, IRS Letter 147C -or- Social Security Administration Records, Social Security Card)

2. If you use DBA, please list below:

3. Entity Type (Check one only):

☐

Church or Church-Controlled Organization

☐

Personal Service Corporation

☐

Non-Profit Corporation

☐

Corporation/ LLC

☐

Government

☐

Coty of New York Employee

☐

Individual/ Sole Proprietor

☐

Trust

☐

Joint Venture

☐

Partnership/LLC

☐

Single Member LLC (Individual)

☐

Resident/Non-Resident Alien

☐

Non-United States Business Entity

☐

Estate

**Part II: Taxpayer Identification Number & Taxpayer Identification Type**

1. Enter your TIN here: (DO NOT USE DASHES)

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2. Taxpayer Identification Type (check appropriate box):

☐

Employer ID Number (EIN)

☐

Social Security Number (SSN)

☐

Individual Taxpayer ID Number (ITIN)

☐

N/A (Non-United States Business Entity)

**Part III: Vendor Addresses**

1. 1099 Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

2. Account Administrator Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

3. Billing, Ordering & Payment Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

**Part IV: Exemption from Backup Withholding and FATCA Reporting (See Instructions)**

Exemption Code for Backup Withholding \_\_\_\_\_

Exemption Code for FATCA Reporting \_\_\_\_\_

**Part V: Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct Taxpayer Identification Number, and
2. I am not subject to Backup Withholding because: (a) I am exempt from Backup Withholding, or (b) I have not been notified by the IRS that I am subject to Backup Withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to Backup Withholding, and
3. I am a US citizen or other US person, and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Sign**

**Here:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Preparer's Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contact's E-Mail Address:

**FOR SUBMITTING AGENCY USE ONLY**

Submitting Agency Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact's E-Mail Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

Pavee/Vendor Code: \_\_\_\_\_

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**DO NOT FORWARD W-9 TO COMPTROLLER'S OFFICE. AGENCIES MUST ATTACH COMPLETED W-9 FORMS TO THEIR FMS DOCUMENTS.**